



NOTICE OF COMMISSION MEETING AND AGENDA
DES MOINES AREA REGIONAL TRANSIT AUTHORITY
DART MULTIMODAL ROOM, 620 CHERRY STREET
SEPTEMBER 5, 2017 – 12:00 PM

	Page
1. CALL TO ORDER	
2. ROLL CALL AND ESTABLISHMENT OF QUORUM	
3. NOTICE OF MEETING	
4. APPROVAL OF SEPTEMBER 5, 2017 AGENDA	
5. PUBLIC COMMENT (Limit 3 minutes)	
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11. COMMISSIONER ITEMS	
12. NEXT MEETING: Regular DART Meeting Tuesday, October 3, 2017 – 12:00 P.M.	
13. ADJOURN	

Language, visual, hearing and transportation services are available at meetings upon request. For requests, please call DART at 515.283.8100 at least 48 hours in advance of the meeting.



**DES MOINES AREA REGIONAL TRANSIT AUTHORITY
COMMISSION MEETING MINUTES
620 CHERRY STREET – DES MOINES, IOWA 50309
AUGUST 1, 2017**



ROLL CALL

Commissioners Present: Angela Connolly (arrived at 12:04 pm), Tom Gayman, Chris Hensley, Gaye Johnson, Skip Moore, Joann Muldoon and Steve Peterson

Commissioner Absent: Gary Lorenz

Alternate Present: Bobbi Bentz, Jon Woods

CALL TO ORDER

The meeting was called to order by Chair, Tom Gayman at 12:00 pm. Roll call was taken and a quorum was present.

Notice of the meeting was duly published.

APPROVAL OF AGENDA

Chair, Tom Gayman requested a motion to remove item 9C from the agenda.

It was moved by Mr. Peterson and seconded by Ms. Hensley to remove item 9C from the August 1, 2017 Agenda. The motion carried unanimously.

PUBLIC COMMENT

No comments.

TRANSIT RIDERS ADVISORY COMMITTEE UPDATE

Teresa Volcheck, Vice Chair of the Transit Riders Advisory Committee, gave an update of the recent TRAC Meeting to the Commission. The TRAC members received updates from DART staff on the Farebox, Fare Policy and Mobile Ticketing and provided feedback on the new marketing brochure.

CONSENT ITEMS

- 7A – Commission Meeting Minutes – July 11, 2017
- 7B – ICAAP Grant Application
- 7C – FTA Bus and Bus Facilities Grant Application

It was moved by Ms. Hensley and seconded by Ms. Johnson to approve the consent items as presented. The motion carried unanimously.

ACTION ITEMS

- 8A – October 2017 Service Change

Amanda Wanke, Chief Engagement and Communications Officer, asked the Commission to

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COMMISSION MEETING MINUTES – AUGUST 1, 2017**



approve two major route changes that will be effective October 1. The first change includes extending Local Route 5 north on Merle Hay Road to the Johnston Public Library in order to provide all-day service along the corridor. This new service will replace Express Route 91, which will be discontinued. The second change is extending Local Route 17 to the Outlets of Des Moines in Altoona.

It was moved by Ms. Hensley and seconded by Mr. Peterson to approve the October 2017 Service Change. The motion carried unanimously.

DISCUSSION ITEMS

9A – DART Cyber Security Program

Luke Lester, IT Manager, reviewed the DART Cyber Security Program with the Commissioners. Highlights included DART's defense to prevent cyber-attacks and end user training.

9B – 13C Transit Collective Bargaining Update

Tim Sanderson, Chief Operating Officer, provided up an update on the current status of the 13C Transit Collective Bargaining. DART and ATU have come to an agreement. Going forward, future negotiations will be negotiated similar to the terms of the last collective bargaining agreement.

9D – Quarterly Safety Report

Pat Daly, Operations Safety Manager, reviewed the Quarterly Safety Report with the Commissioners. For FY17 there was an overall decrease in accidents over prior year, including a decrease in personal injury accidents by five accidents and an 18 percent decrease in vehicle into bus accidents. In addition, RideShare driver training efforts have led to a nearly 70 percent decrease in accidents compared to FY2016.

9E – Quarterly Investment Review

Ms. Amy Mitchell from Miles Capital provided a Quarterly Investment Review. The Q2 FY17 results were reviewed with the commissioners.

9F – Performance Report – June 2017

Elizabeth Presutti, Chief Executive Officer, reviewed the Performance Report for June 2017. DART was able to maintain the farebox recovery rate at 20%. Ridership is down 4.25%; staff will be looking at strategies to maximize ridership. Rideshare continues to blossom in ridership with an increase of 14% for the month.

MONTHLY REPORTS

10A – Operations

Tim Sanderson, Chief Operating Officer, provided an update on the Iowa State Fair. DART staff are preparing to provide shuttle service from three Park & Ride locations to the Iowa State Fairgrounds. The Park & Rides are located at SE Polk High School, the Iowa State Capitol Complex and the Center Street Park & Ride garage. The shuttles will operate each of the 10 days of the 2017 Iowa State Fair and will run from 8:30 a.m. until roughly midnight each night.

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10B – Engagement

Amanda Wanke, Chief Engagement and Communications Officer, provided an Engagement update.

BCycle stations and shelters are being installed throughout late July and early August. Several other shelters are being installed this summer and early fall.

A stakeholder survey was conducted in the spring. The purpose was to measure baseline awareness and understanding of the communication, perceptions and level of professionalism and responsiveness from DART staff. Highlights include overall positive perceptions of DART staff being professional and good community partners while opportunities for improvement include responsiveness and consistent communications. Next steps are to develop an e-communications plan for stakeholders and provide tools for staff to further develop communication skills.

10C – Procurement

No update.

10D - Chief Executive Officer

Elizabeth Presutti, Chief Executive Officer, provided an update on the status of member community approvals of the amended 28E agreement for DART. The update reflects changes in governance unanimously approved by an independent task force and the DART Commission. To date, 15 member communities and Polk County have approved the revised agreement. Alleman, Des Moines, Grimes and Runnells will consider the agreement at city council meetings occurring over the next two weeks.

FUTURE AGENDA ITEMS

No update.

COMMISSIONER ITEMS

No update.

CLOSED SESSION

It was moved by Ms. Hensley and second by Mr. Peterson that the Commission adjourn the regular session and reconvene in closed session.

Roll Call: Connolly – Yea, Gayman – Yea, Hensley – Yea, Johnson – Yea, Lorenz – Absent, Bentz – Yea, Moore – Yea, Muldoon- Yea, Peterson – Yea, Woods – Absent. The motion carried unanimously.

Chair, Tom Gayman recessed the meeting at 1:12 pm.

Chair, Tom Gayman moved that the Commissioners of the Des Moines Area Regional Transit Authority adjourn and reconvene in closed session pursuant to Section 21.5, Subsection I of the Iowa code to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

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No action was taken during the closed session.

At 1:24 pm it was moved by Mr. Peterson and seconded by Ms. Hensley that the closed session be adjourned. The motion carried unanimously.

MEETING RECONVENED IN OPEN SESSION

At 1:25 pm it was moved Ms. Hensley and seconded by Mr. Peterson that the regular Commission meeting reconvene. It was moved by Ms. Hensley and seconded by Mr. Moore that the commission approve the performance review and the recommended compensation adjustment for the DART Chief Executive Officer, Elizabeth Presutti. The motion was carried unanimously.

Roll Call: Connolly – Yea, Gayman – Yea, Hensley – Yea, Johnson – Yea, Lorenz – Absent, Bentz – Yea, Moore – Yea, Muldoon- Yea, Peterson – Yea, Woods – Absent. The motion carried unanimously.

FUTURE 2017 MEETING DATES:

September 5, October 3, November 7 and December 5.

A motion by Mr. Peterson and second by Ms. Connolly to adjourn the regular Commission Meeting was made at 1:29 pm. The motion carried unanimously.

Chair

Clerk

Date

*****OFFICIAL NOTICE OF THE NEXT DART COMMISSION MEETING DATE IS HEREBY PUBLISHED:**

The next regular DART monthly Commission Meeting has been scheduled for September 5, 2017 at 12:00 pm in the DART Multimodal Room at 620 Cherry Street, Des Moines, Iowa.



CONSENT ITEM



6B: Chapter 28E Assessment of Fair Housing

Action: Approve the Assessment of Fair Housing 28E Agreement

Staff Resource: Amanda Wanke, Chief Engagement and Communications Officer

Background:

- Every year, cities and agencies receive federal funds from the Department of Housing and Urban Development (HUD) to implement community development programs related to affordable housing, economic development, homelessness, and other public services.
- The Assessment of Fair Housing (AFH) is a HUD requirement to consider the elements and factors that cause, increase, contribute to, maintain, or perpetuate segregation, racially or ethnically concentrated areas of poverty, significant disparities in access to opportunity, and disproportionate housing needs (Title 24 CFR Part 5.154). The AFH replaces the Analysis of Impediments.
- The fair housing study then informs the organizations and their leaders where housing issues exist, and as a result, help them create an Affirmatively Furthering Fair Housing (AFFH) strategy.
- An AFFH strategy enables cities, public housing agencies, and other housing groups to employ meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. The strategy is implemented through eligible programs and activities as laid out in the Consolidated Plan, Action Plans, and Public Housing Plans.
- As recipients of federal funds, the City of Des Moines, City of West Des Moines, and the Des Moines Municipal Housing Agency (DMMHA) must conduct an Assessment of Fair Housing. HUD encourages entities that are geographically close or within the same market to submit a joint, regional assessment. The City of Ames, City of Des Moines, City of West Des Moines and DMMHA, along with additional partners who may have stake in fair housing concerns, are working together on this effort.
- DART has been asked to participate in the Assessment of Fair Housing Steering Committee, and Amanda Wanke is representing DART on the Committee. DART is listed as a collaborating entity in the 28E Agreement.

Recommendation:

- Approve the Assessment of Fair Housing 28E Agreement

CHAPTER 28E AGREEMENT FOR ASSESSMENT OF FAIR HOUSING

THIS AGREEMENT is entered into on this _____ day of _____, 2017, by and between program participants the City of West Des Moines, a political subdivision of the State of Iowa, the City of Ames, a political subdivision of the State of Iowa, the City of Des Moines, Iowa Municipal Housing Agency (DMMHA), a public housing agency organized and existing under the authority of Chapter 403B of the Code of Iowa (hereafter all collectively “Program Participants”), and collaborating entities the Des Moines Area Regional Transit Authority (DART), a regional transit district organized and existing under the authority of Chapter 28M of the Code of Iowa, the Polk County Continuum of Care Board, an Iowa non-profit organization, and the Polk County Housing Trust Fund, an Iowa non-profit organization (hereafter all collectively “Collaborating Entities”), and the City of Des Moines, Iowa, a municipal corporation (hereafter “City”).

WITNESSETH:

WHEREAS, the City of West Des Moines, the DMMHA, the City of Ames, and the City receive federal entitlement funds administered by the United States Department of Housing and Urban Development (HUD), and undertake individual consolidated planning efforts, including the upcoming 2020-2024 Consolidated Plan, outlining how said entities will respectively spend entitlement funds over a five-year timeframe; and

WHEREAS, HUD is requiring the City of West Des Moines, the DMMHA, the City of Ames, and the City to each complete an Assessment of Fair Housing (AFH), as regulated under Title 24, Part 5.154 of the Code of Federal Regulations, to inform and identify existing housing issues and to implement an Affirmatively Further Fair Housing (AFFH) strategy for their respective federal entitlement funds and consolidated planning efforts; and

WHEREAS, the City of West Des Moines, the DMMHA, the City of Ames, and the City wish to conduct one regional assessment as a “Regional Collaboration” of one or more local governments and one or more public housing agencies pursuant to the AFH Instructions issued by HUD; and

WHEREAS, DART, the Polk County Continuum of Care, and the Polk County Housing Trust Fund are all established entities in the greater Des Moines metropolitan area with an interest in and knowledge of fair housing issues, and all of said entities wish to participate in the “Regional Collaboration”; and

WHEREAS, the parties believe that the Regional Collaboration as a collective impact approach is necessary to affirmatively further fair housing efforts in the greater Des Moines metropolitan area, and that each party will benefit from the opportunity to collaborate and network with similar organizations and across sectors to advance its respective strategic goals

and will further benefit from access to shared data and progress measurements and contribution to attaining desired outcomes; and

WHEREAS, the Program Participants and Collaborating Entities have requested and the City has agreed that the City will act as the lead agency in the Regional Collaboration, pursuant to the terms set forth in this Agreement.

NOW THEREFORE, the Program Participants, Collaborating Entities, and the City (hereafter jointly referred to as “the parties”) do hereby agree as follows:

Article I - Joint Exercise of Powers Under Chapter 28E of the Code of Iowa.

1. **Purpose – Regional Collaboration to Complete Assessment of Fair Housing (AFH).** Pursuant to Chapter 28E of the 2017 Code of Iowa, the parties do hereby agree that the sole purpose of this Agreement is to facilitate a Regional Collaboration with the City, Program Participants, and the Collaborating Entities for completion of the Assessment of Fair Housing (AFH), covering the Des Moines-West Des Moines and Ames Core Based Statistical Areas as defined by the U.S. Department of Commerce, to identify housing issues on a regional basis (herein “Project”). The AFH completed pursuant to this Agreement shall be submitted to HUD on behalf of the City, the City of West Des Moines, the DMMHA, and the City of Ames in accordance with the HUD statutory requirement to develop and implement an Affirmatively Furthering Fair Housing (AFFH) strategy for the receipt and use of entitlement funds and consolidated planning efforts. The AFH also will be available for use by the City, the City of West Des Moines, the DMMHA, and the City of Ames to each individually prepare their respective 2020-2024 Consolidated Plans or Agency Plan as required by HUD, to each best structure their local federally-funded programs, and for use by all parties for other planning, housing, fair housing, and related efforts.

2. **Effective Date and Duration.** Pursuant to Section 28E.5 of the Code of Iowa, the parties agree that this Agreement shall be effective upon its approval and execution by both parties and its recording with the Secretary of State; and that the duration of this Agreement shall be for a period of two (2) years.

3. **Designated Administrator.** The parties hereby agree that Phil Delafield, City Community Development Director, shall be designated as the administrator of this Agreement as provided by Section 28E.6 of the Code of Iowa.

4. **No Entity.** No separate entity is hereby created.

5. **Individual Ownership and Responsibility.** Except as otherwise explicitly provided herein, each party shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents hereunder.

6. **Funding.** Unless otherwise set forth herein, each party shall be solely responsible for its own costs and expenses that are directly and indirectly related to the Project. Other than its own costs within its jurisdiction and as identified herein, the City is not and shall not

be obligated or required to pay, cover, forward or advance any costs related to or incurred pursuant to this Agreement. The City is not obligated to make payment for costs and expenses billed to the City on behalf of a Program Participant or Collaborating Entity without first requesting and obtaining reimbursement and/or a check for such payment from the applicable Program Participant or Collaborating Entity.

7. Administration. Unless otherwise set forth herein, the City shall be solely responsible for all administrative functions related to this Agreement and the Project.

8. Liability; Indemnification. The Program Participants and Collaborating Entities agree to provide and to take full responsibility and liability for any and all current and future obligations, services, and funding related to or arising out of the Project that are not specifically delegated to the City by this Agreement. The City shall not be liable or responsible for such obligations, services and/or funding To the fullest extent permitted by law, the Collaborating Entities hereby agree to indemnify, defend, pay on behalf of, and hold harmless the City and its elected and appointed officials, agents, employees and volunteers, and others working on behalf of the City, against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the Program Participants or Collaborating Entities individually or collectively by reason of any injury or loss including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement, unless such claim, damage or loss is due to the gross negligence, recklessness, or intentional acts of the City. The Program Participants and Collaborating Entities' agreements and obligations as set forth in this Paragraph are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.

Article II – Agreement Scope, Administration, and Funding

9. Applicable Goals and Regulations. A. The parties agree that the goals of this Agreement are to collaborate to assess, on a regional basis, the elements and factors that cause, increase, contribute to, maintain, or perpetuate segregation, racially or ethnically concentrated areas of poverty, significant disparities in access to opportunity, and disproportionate housing needs; to prepare and submit to HUD the AFH Project on behalf of the City, the City of West Des Moines, the DMMHA, and the City of Ames; and to utilize the Project for development of an Affirmatively Furthering Fair Housing (AFFH) strategy to be implemented by the City, the City of West Des Moines, the DMMHA, and the City of Ames in their respective use of federal funds, and any other Collaborating Entity as it may deem appropriate or necessary.

B. Unless otherwise stated herein, the parties shall undertake the Project in accordance with Title 24, Code of Federal Regulations, Part 5.154, and for the DMMHA, in accordance with the requirements of 24 CF.R. 5.150-5.180, 24 CFR 903.7(o), and 903.15(d), as applicable, or comparable replacement regulations of HUD; the Assessment of Fair Housing Tool and Assessment Tool Instructions issued by HUD in the form attached hereto; other applicable HUD guidance; and any other federal, State or local laws or regulations deemed applicable by the parties in undertaking their obligations set forth herein and/or the City in its

administration of the Project. No party hereto shall be liable for failing or electing to evaluate any laws or regulations beyond the foregoing in administering the Project. In the event of conflict in interpretation of the laws, regulations, and guidance relied upon for the Project, the Program Participants and Collaborating Parties may provide input regarding such conflict, but the final interpretation made by the City, reasonably taking into consideration such input, shall prevail.

10. Project Timeline. The Project shall be completed by March 31, 2019. Deadlines for specific obligations are set forth herein below.

11. Roles and Responsibilities. A. Program Participants and City will each be responsible for specific roles related to the completion of the AFH, as set forth in Exhibit A hereto. Program Participants and the City will be accountable for any applicable analysis and any applicable joint goals and priorities to be included in the submitted AFH. Program Participants and the City will also be accountable for their individual analysis, goals, and priorities to be included in the submitted AFH.

B. The Program Participants and Collaborating Entities, each at its own cost and at no cost to the City other than the City's data collection obligation within its jurisdiction, shall provide all necessary data needed for the Project to the City in a timely manner, and no later than March 31, 2018. All data provided shall be in electronic format or in a format as otherwise required by the City, and in a manner that is compliant with applicable federal laws, regulations, and HUD guidance, and such that the data can be reasonably uploaded and/or extracted and included by the City into the AFH plan. The City may request any or all Program Participants and Collaborating Entities to provide additional information related to the Project and/or to explain, clarify, or correct the data provided, in which event the additional information and/or explanation/clarification/correction shall be provided no later than thirty (30) calendar days following request thereof. In addition, the data that is specifically expected to be provided by the parties for use in the Project is as shown on Exhibit A hereto.

12. Meetings. A. The City of West Des Moines, the DMMHA, the City of Ames, and the City, each at its own cost and at no cost to the City other than the City's meeting obligation within its jurisdiction, are each required to conduct and provide information regarding public meetings to obtain public comment and input on housing issues for use in the Project, in accordance with this Section and no later than December 31, 2018. For purposes of this Section, the City is included as a "Program Participant."

B. Appropriate representatives of each Program Participant shall coordinate, provide notice of, attend, and conduct public meetings in compliance with applicable federal laws, regulations, and HUD guidance in order to obtain public input and comment regarding housing issues in their respective jurisdictions/memberships. All Program Participants shall comply with the community participation requirements set forth in the AFFH Rules codified at 24 CFR Section 5.158. In addition, Program Participants that are local governments shall comply with the community participation, consultation, and coordination requirements set forth in 24 CFR Part 91, and Program Participant(s) that are public housing agencies shall comply with the community participation, consultation, and coordination requirements set forth in 24 CFR Part 903 (i.e. 24 CFR 903.13, 903.15, 903.17, and 903.19).

C. Each Program Participant shall prepare/compile written comments, notes, data, and any other information required by federal law, regulation, and HUD guidance, following each

public meeting and shall provide said written information to the City within thirty (30) calendar days following the community participation period. All meeting information provided shall be in electronic format or in a format as otherwise required by the City, and in a manner that is compliant with applicable federal laws, regulations and guidance, and such that the data can be reasonably uploaded and/or extracted and included by the City into the AFH. The City may request any or all of the applicable parties to provide additional information related to the public meeting(s) and/or the community participation process and/or to explain, clarify, or correct the information provided, in which event the additional information and/or explanation/clarification/correction shall be provided no later than thirty (30) calendar days following request thereof.

13. Other Administration. The City, at the City's own cost, shall undertake the following additional administration of the Project:

A. Facilitate meetings of the parties hereto. The City shall coordinate, attend, and conduct meetings of all parties to discuss the Project and the information to be included in the AFH. Said meetings shall not be regularly scheduled but shall be called as deemed necessary by the City and/or by the City and one or more additional party(ies) hereto. Said meetings shall not constitute public meetings but rather shall be held as informal gatherings of representatives of the parties. All parties are requested to send attendees to each scheduled meeting.

B. Draft AFH documents. The City shall compile the data, public meeting information, and all other relevant information provided by the parties, and shall draft the AFH with the input and review of the Program Participants and Collaborating Entities.

C. Submit final AFH plan to HUD. The City shall submit to HUD the final version of the AFH plan prepared pursuant to this Agreement. Said plan shall be submitted by the City on behalf of the "Regional Collaboration" of the City, the City of West Des Moines, the DMMHA, and the City of Ames, in compliance with applicable federal regulations and via HUD's User Interface and no later than March 31, 2019. The Collaborating Parties shall work with the City to provide any information required to complete said submittal at the time of submission.

14. Review of AFH Plan; Final Draft. A. The Program Participants and Collaborating Entities, each at its own cost and at no cost to the City, shall have the right and obligation to review the initial draft(s) and final draft(s) of the AFH prior to its submission by the City to HUD. Within thirty (30) calendar days of receipt of initial draft(s), or within a shorter timeframe determined by the City if needed for final draft(s), each Program Participant and Collaborating Entity shall provide written comment to the City approving of the applicable draft or proposing revisions, clarifications, corrections, or additional information for the applicable draft. The City shall make a reasonable effort to reflect any proposed revisions, clarifications, corrections or additional information in the subsequent version of the document.

B. In the event that any issues remain unresolved in the final draft(s) of the AFH Plan to be submitted to HUD, in regard to such unresolved issues: (1) each Program Participant shall have the right to require revision(s) to information pertaining to its respective jurisdiction/membership, insofar as said revision(s) are compliant with the applicable federal laws, regulations and HUD guidance, and do not undermine and/or are not inconsistent with the remainder of the AFH; and (2) the City shall have the right to determine the final version of all information pertaining to the City's jurisdiction and all other general information in the AFH,

insofar as said information is compliant with applicable federal laws, regulations and HUD guidance, and does not undermine and/or is not inconsistent with the remainder of the AFH.

Article V – General Provisions

15. **Publicity.** Each party to this Agreement shall acknowledge all other parties in all public releases of information directly related to this Agreement and the “Regional Collaboration” created hereunder. Notwithstanding the foregoing, no party shall use the name of any other party to this Agreement, or staff name(s) of any other party, in any publicity or advertisement with respect to any matter other than this Agreement and the “Regional Collaboration” without the prior written approval of an authorized representative of the applicable party.

16. **Open Records.** The parties to this Agreement acknowledge that any and all of the information provided, created and/or compiled for the Project, including but not limited to draft(s) of the AFH, data collection, meeting information, and similar documentation, may be public records subject to the open records requirements of Iowa Code Chapter 22 or as otherwise required by law. In the event of conflict, the City’s interpretations of Iowa Code Chapter 22 shall prevail.

17. **Intellectual Property/Copyright.** Intellectual property resulting from this Agreement and the Project and created jointly by the parties will be owned jointly and exclusively by the Program Participants and the City upon completion or termination of this Agreement. Copyrightable materials created jointly by the parties in the performance of the Project under this Agreement shall vest jointly in the Program Participants and the City upon completion of termination of this Agreement.

18. **Notices.** All notices or other documents which the parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered, sent by email, or sent by ordinary mail to the addresses hereafter provided. Mailed notices and other documents shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and documents shall be delivered, mailed, or emailed to the following persons at the addresses listed:

Notices to City:

Lisa Crabbs
Community Development Department
City of Des Moines
602 Robert D. Ray Drive
Des Moines, Iowa 50309
Email: lmcraabbs@dmgov.org

Notices to Program Participants:

City of West Des Moines:
Christine Gordon

DMMHA:
Jackie Lloyd

PO Box 65320, West Des Moines, Iowa 50265

Christine.Gordon@wdm.iowa.gov

City of Ames:

City of Ames:

Vanessa Baker-Latimer

515 Clark Avenue, Ames, IA 50010

vbakerlatimer@city.ames.ia.us

Notices to Collaborating Entities:

DART:

Amanda Wanke

620 Cherry Street

Des Moines, IA 50309

awanke@ridedart.com

2309 Euclid Ave., Des Moines, IA
50310

jjlloyd@dmgov.org

Polk County Housing Trust Fund:

Josh Hellyer

505 5th Ave., Ste. 1000

Des Moines, IA 50309

jhellyer@pchtf.org

Polk County Continuum of Care Board:

Mark Phillips

2309 Euclid Ave.

Des Moines, IA 50310

M.Phillips@pchsia.org

19. Declaration of Default and Notice. In the event that any party determines that any other party has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have thirty (30) calendar days from the date of its receipt of the notice of default to correct the default. If at the end of said thirty (30) calendar-day period the default has not, in the opinion of the aggrieved party, been corrected, the aggrieved party may terminate its interest in the Agreement, or the City may terminate the Agreement in its entirety, as provided in Section 20 of this Agreement; provided, however, that the Collaborating Entities' obligations and to defend, hold harmless and indemnify the City as set forth in this Agreement, shall survive any termination of this Agreement.

20. Termination.

A. Any party may terminate this Agreement for default by the other party by giving written notice of termination, following notice and right to cure as set forth in Section 19 above.

B. If the parties hereto abide by this Agreement but the City is unable to complete the Project for reasons beyond its control, and/or if approval and/or funding for the Project is revoked, withheld or withdrawn for any reason, and/or if HUD no longer requires the Project as documented in writing, then any of the Collaborating Entities may terminate its interest in this Agreement or the City may terminate this Agreement in its entirety by providing written notice to the other parties.

C. In any such event as set forth above, termination shall be effective on the thirtieth (30th) calendar day following the giving of notice.

D. The parties agree that upon such termination, this Agreement and all obligations of the City hereunder will terminate and cease. The parties further agree that the City will not be held liable for said inability or failure to complete the Project, and that the Collaborating Entities will indemnify and hold harmless the City pursuant to Section 8 above for any claims or damages incurred by the Collaborating Entities or any one of them or by any third party as a result of the termination of this Agreement and/or of the incomplete project, and the Collaborating Entities will be solely responsible for resolving any such claims at no expense to the City.

E. Any Program Participant that withdraws from this Agreement, or the City if it withdraws from this Agreement, shall promptly notify HUD of its withdrawal as required pursuant to AFFH Rule 5.156(c) and as discussed in Section 3.34 of the AFH Guidebook.

21. Interpretation. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

22. Entire Agreement. This Agreement represents the entire agreement between the parties related to the Project. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement signed by all parties hereto. The City Council and/or any and all governing bodies of the Collaborating Entities may designate the right to approve and execute minor amendments to this Agreement to respective specified staff members.

23. Governing Law, Attorney Fees and Court Costs. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

24. Co-Partnership Disclaimer. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing a partnership between the parties hereto, or as constituting either party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

{ Signature Pages to Follow }

Signed on this _____ day of _____, 20_____.

CITY OF DES MOINES, IOWA

ATTEST:

Diane Rauh, City Clerk

T.M. Franklin Cownie, Mayor

APPROVED AS TO FORM:

Glenna K. Frank
Assistant City Attorney

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ___ day of _____, 2017, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared T.M. FRANKLIN COWNIE and DIANE RAUH, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Des Moines, Iowa, by authority of its City Council, as contained in the Resolution adopted by City Council under Roll Call No. 17-_____ of City Council on the _____ day of _____, 2017, and that T.M. FRANKLIN COWNIE and DIANE RAUH acknowledged the execution of the instrument to be the voluntary act and deed of City of Des Moines, Iowa, by it and by them voluntarily executed.

Notary Public in the State of Iowa

Signed on this _____ day of _____, 20_____.

CITY OF WEST DES MOINES, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
)SS
COUNTY OF _____)

On this _____ day of _____, 2017, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

Signed on this _____ day of _____, 20_____.

**CITY OF DES MOINES, IOWA
MUNICIPAL HOUSING AGENCY**

ATTEST:

Diane Rauh, City Clerk

T.M. Franklin Cownie, Mayor

APPROVED AS TO FORM:

Glenna K. Frank
Assistant City Attorney

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ___ day of _____, 2017, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared T.M. FRANKLIN COWNIE and DIANE RAUH, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Des Moines, Iowa, a municipal corporation; the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation and passed under Roll Call Number _____ of the Governing Board of the City of Des Moines, Municipal Housing Agency on the _____ day of _____, 2017, and that T.M. FRANKLIN COWNIE and DIANE RAUH acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in the State of Iowa

Signed on this _____ day of _____, 20_____.

CITY OF AMES, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
)SS
COUNTY OF _____)

On this _____ day of _____, 2017, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ames, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

Signed on this _____ day of _____, 20_____.

DART Signature Page Here

Signed on this _____ day of _____, 20_____.

Polk County Continuum of Care Board Signature Page Here

Signed on this _____ day of _____, 20_____.

Polk County Housing Trust Fund Signature Page Here



ACTION ITEM



7A:	Occupational Medical Health and Workers' Compensation Medical Services Contract
Action:	Approve individual three (3) year contracts with two (2), one (1) year options with ARC Physical Therapy+, Mid-Iowa Occupational Testing, and UnityPoint Health for Occupational Medical Health and Workers' Compensation Medical Services for the amount Not to Exceed \$600,000.

Staff Resource: *Mike Tiedens, Procurement Manager*

Background:

- DART is seeking a qualified firm or firms to provide them the following Occupational Health and Workers' Compensation Services (including but not limited to):
 - Occupational Health Medical Services
 - DOT and non-DOT pre-employment physicals
 - DOT re-certifications
 - Drug and alcohol testing (random, pre-employment, reasonable suspicion, post-accident, return-to-duty)
 - Job analysis
 - Functional capacity evaluations
 - Wellness services (flu shots, health risk assessments, coaching, etc.)
 - Workers' Compensation Medical Services
 - Physical evaluations
 - Work-relatedness determinations
 - Onsite visits/evaluations
 - Return-to-work / Fit-for-duty exams
 - Labs
 - Occupational Therapy
- Currently, DART is utilizing a number of providers for these services without contractual pricing and relationship management expectations.

Procurement:

- DART conducted a Request for Proposals (RFP) for the project. The RFP was published on April 26, 2017 and proposals were due at 2:00 PM CDT on May 31, 2017.
- Six (6) proposals were received, and all proposals except for one were deemed responsive.
 1. ARC Physical Therapy+
 2. Bardavon Health Innovations (non-responsive)



ACTION ITEM

7A: Occupational Medical Health and Workers' Compensation Medical Services Contract

3. Concentra
 4. Mercy Health Network
 5. Mid-Iowa Occupational Testing
 6. UnityPoint Health
- Preliminary evaluations were conducted to determine finalists for both services.
 - DART conducted on-site interviews with the finalists on July 31st and August 8th, 2017.
 - After on-site interviews were conducted, ARC Physical Therapy +, Mid-Iowa Occupational Testing and UnityPoint Health were scored as the highest proposers.

ARC Physical Therapy+ Background:

- ARC Physical Therapy + is a physical and occupational therapy provider that focuses on workers' compensation services. They are based in Kansas City and have offices locally in Des Moines.
- Customers include:
 - Missouri Department of Transportation
 - Ankeny Community Schools
 - John Deere

Mid-Iowa Occupational Testing Background:

- Mid-Iowa Occupational Testing is a fully staffed and equipped drug and alcohol testing facility with 24/7 services. They have been in business locally for 7 years and previously operated under the name ArcPoint Labs of Des Moines.
- Customers include:
 - Trans Iowa Taxi
 - DMACC Transportation Institute
 - Joy Ride
 - Caseys General Store

UnityPoint Health Background:

- UnityPoint Health's occupational medicine offers a full spectrum of occupational health and workers' comp services including primary and secondary care for injured workers. UnityPoint has 3 locations in the metro area and has been in providing services locally since 1988.
- Customers include:
 - Perishable Distributing of Iowa (PDI)
 - Rasmussen Group
 - Anderson Erickson Dairy



ACTION ITEM

7A: Occupational Medical Health and Workers' Compensation Medical Services Contract

Funding:

- Funding will come from budgeted operating funds.

Recommendation:

- Approve individual contracts with ARC Physical Therapy+, Mid-Iowa Occupational Testing, and UnityPoint Health to provide Occupational Medical Health and Workers' Compensation Medical Services.
- The term of each contract will be a three (3) years with two (2), one (1) year options with the amount Not to Exceed \$600,000.



ACTION ITEM



7B: Advertising Policy Update

Action: Approve minor modifications to DART’s advertising policy to allow for the promotion of events and establishments that serve alcohol, with disclaimers

Staff Resource: *Amanda Wanke, Chief Engagement and Communications Officer*

Background:

- DART's Advertising Policy was last updated and approved by the Commission in January 2016.
- DART's current policy does not allow any advertisements soliciting the use or sale of alcoholic beverages in any situation. This exclusion has meant that advertising for local events such as a WineFest and Oktoberfest as well as restaurants and wineries has been rejected.

Recommendation:

- Approve the updated DART Advertising Policy (redlined version attached) to read as follows:
DART will not accept advertisements and images soliciting or promoting the direct sale or use of alcoholic beverages with the exception of images of beer or wine (including logos), which said images may be displayed on transit advertisement(s) that primarily promote eating establishments grocery establishments; or specific events or festivals. Advertising containing images or words depicting beer and/or wine advertising that otherwise meet the requirements of 2.01(a) must also contain a responsible drinking message.



Policies and Standards for Advertising on DART Transit Facilities



Scope: DART Employees and Contractors
 Responsible Department: Engagement
 Effective Date: ~~January 5, 2016~~ September 5, 2017
 Approved By: DART Commission

The Des Moines Regional Transit Authority ("DART") is a regional transit system created under section 28M of the Code of the State of Iowa. DART owns and operates buses, bus shelters, a garage and other properties (collectively referred to as "transit facilities") in conjunction with its regional transit system. It is in the public interest to make advertising space available on certain designated transit facilities to generate revenue and help fund the operation of the regional transit system.

I. PURPOSE

1.01 Nonpublic Forum; Commercial / Proprietary Functions. DART will make space on its transit facilities available for limited types of advertising ("Permitted Advertising"). By allowing limited types of advertising on or within its buses and/or bus shelters, DART does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. The display of Permitted Advertising on designated transit facilities is intended only to supplement fare revenue, tax proceeds and other income that fund the regional transit system.

1.02 Certain Excluded Advertising. DART will not accept for display or play through audio on its transit facilities the types of advertising defined in Section 2.01 of these policies and standards ("Excluded Advertising"). By not accepting Excluded Advertising, DART' intention is to:

- (a) maintain a professional advertising environment that maximizes advertising revenues and minimizes interference or disruption of the commercial aspects of its regional transit system;
- (b) maintain and portray an image of neutrality on political matters and other noncommercial issues that may be the subject of public debate and concern;
- (c) protect passengers, employees and DART transit facilities from harm or damage that can result from some individual's reactions to political or controversial materials; and
- (d) avoid any decrease in transit ridership.

1.03 Limits on Permitted Advertising. Placing reasonable limits on Permitted Advertising displayed or played on its transit facilities will enable DART to:

- (a) avoid subjecting its passengers and other members of the public to material that may discourage them from using regional transit services;
- (b) maintain an image of professionalism and decorum;



- (c) avoid displaying material that is not suitable for viewing by minors who ride on DART Transit buses or those individuals whose neighborhoods are served by DART Transit bus routes; and
- (d) maximize revenues by attracting and maintaining the patronage of passengers.

II. ADVERTISING POLICIES

2.01 Excluded Advertising. For the purposes of these policies and standards, the advertising described in this Section 2.01 is "Excluded Advertising." DART will not accept the following Excluded Advertising for display, posting or placement on or within its buses, or other transit facilities:

- (a) **Alcoholic Beverages.** DART ~~will not accept audio or display advertisements and images soliciting or promoting the sale or use of alcoholic beverages. will not accept advertisements and images soliciting or promoting the direct sale or use of alcoholic beverages with the exception of .~~ Except images of beer or wine (including logos), which said images may be displayed on transit advertisement(s) that primarily promote an eating establishment; grocery establishments; or specific events or festivals. Advertising containing images or words depicting beer and/or wine advertising that otherwise meet the requirements of 2.01(a) must also contain a responsible drinking message.
- (b) **Tobacco Products.** DART will not accept audio or display advertisements and images soliciting or promoting the sale or use of tobacco products including, but not limited to, cigarettes, cigars, and smokeless tobacco.
- (c) **Advertisements Affecting Image or Operation.** DART will not accept audio or display advertisements and images that threaten or adversely affect: the public image of DART; DART'S ability to operate its transit facilities; or DART'S ability to attract and maintain the patronage of passengers.

2.02 Permitted Advertising. Subject to the viewpoint-neutral standards contained in Section 3.01 of these policies and standards, DART will accept "Permitted Advertising" for play, display, or placement on designated DART transit facilities. For the purposes of these policies, "Permitted Advertising" is advertising that:

- (a) Does not qualify as Excluded Advertising under Section 2.01.
- (b) Generally relates to the economic interests of the advertiser and its audience.
- (c) Includes advertising delivered through electronic, audio, and printed media.

Advertising defined in Section 3.02 and 3.03 also is Permitted Advertising.

2.03 Prohibitions on Literature or Product Distribution and Leafleting. DART'S purpose in operating a regional transit system is to meet the public's need for efficient, effective and safe public transportation. DART transit facilities are not intended to be public forums for public discourse or expressive activity. Literature or product distributions, leafleting and similar activities can disrupt or delay passengers who are boarding and exiting buses and other transit vehicles, distract passengers, distract bus operators, cause maintenance issues, and otherwise create safety issues for passengers, operators and surrounding traffic.



Accordingly, political campaign activities, distribution of political or issues campaign literature, leafleting, and other informational or campaign activities are prohibited within DART transit buses or other transit vehicles and within DART bus shelters. Notwithstanding the policies that allow the play or display of Permitted Advertising on designated DART Transit facilities, nothing in these policies or standards authorizes or permits advertisers to distribute literature, leaflets, coupons, products, samples or other items within DART transit buses and shelters.

On a limited basis and in conjunction with a "partnering" opportunity approved by DART, DART may allow an advertiser to distribute items on or within DART Transit facilities. Any distribution of literature, leaflets, coupons, products, samples or other items must be pre-approved by DART and must comply strictly with terms and conditions established by DART.

III. ADVERTISING STANDARDS AND RESTRICTIONS

3.01 Advertising Standards and Restrictions. DART will make available on designated DART transit facilities space for advertisements subject to the viewpoint-neutral restrictions in this Section 3.01 that limit certain forms of paid and unpaid advertising. Advertisements cannot be played, displayed or maintained on DART transit facilities if the advertisement or information contained in the advertisement falls within one or more of the following categories:

- (a) ***False, Misleading, Deceptive or Disrespectful Advertising.*** Advertising or any material or information in the advertising that is false, misleading or deceptive, or that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable or disrespectful to persons, groups, businesses or organizations, including advertising that portrays individuals as inferior, evil or contemptible because of their race, color, creed, sex, pregnancy, age, religion, ancestry, national origin, marital status, disability, including those related to pregnancy or child birth, affectional or sexual orientation, or any other characteristic protected under federal, state or local law.
- (b) ***Unauthorized Endorsement.*** Advertising that implies or declares that DART endorses a product, service, point-of-view, event or program. The prohibition against endorsement does not apply to advertising for a service, event or program for which DART is an official sponsor, co-sponsor or participant, provided DART'S General Manager or other designated representative gives prior written approval regarding the endorsement.
- (c) ***Obscene or Offensive Material.*** Advertising that contains obscene or offensive materials. "Obscene materials" for purposes of this policy are material(s) that display information that, taken as a whole, appeals to the prurient interest in sex and depicts or describes, in a patently offensive manner, sexual conduct and which, taken as a whole, does not have serious literary, artistic, political, or scientific value, or otherwise qualifies as "obscene material" as that phrase is defined in the Iowa Code section 728.1(5). "Offensive materials" means displays or information that would be offensive to a reasonably prudent person of average sensitivity in the community, including advertising that contains derisive, distorted, immoral, profane or disreputable language or impressions.



- (d) **Unlawful Goods or Services.** Advertising or any material or information in the advertising that depicts, promotes or reasonably appears to encourage the use or possession of unlawful or illegal goods or services.
- (e) **Unlawful Conduct.** Advertising or any material or information in the advertising that: depicts, promotes or reasonably appears to encourage unlawful or illegal behavior or conduct, including unlawful behavior of a violent or antisocial nature; is libelous or an infringement of copyright; is otherwise unlawful or illegal; or is likely to subject DART to liability.
- (f) **Adult Entertainment.** Advertising that promotes or displays images associated with adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites and escort services.
- (g) **Graffiti.** Advertising that uses images or symbols that depict or represent graffiti.
- (h) **Illegal Firearms and Weapons.** Advertising that contains images or depictions of illegal firearms or other weapons, or the unlawful use of firearms or other weapons.
- (i) **Internet Addresses and Telephone Numbers.** Advertising that directs viewers to internet addresses or telephone numbers that contain materials, images or information that would violate these advertising standards if the materials, images or information were contained in advertising displayed or posted on DART transit facilities.
- (j) **Distractions and Interference.** Advertising that incorporates or displays any rotating, revolving, or flashing devices or other moving parts or any word, phrase, symbol or character, any of which are likely to interfere with, mislead or distract traffic or conflict with any traffic control device or motor vehicle regulation.

3.02 Political, Religious, or "Issues" Advertising. DART has the following disclaimer requirements for the types of advertisements listed below. The disclaimer must be placed on advertisements and be legible 5 ft. from advertisement.

- (a) **Political Candidates.** On an advertisement that is authorized and paid for by a candidate or his/her campaign committee, the disclaimer must identify:
 - Who paid for the message.
- (b) **Political Candidate Advertisement Paid by a Different Party.** On an advertisement that is authorized by a candidate or his/ her campaign committee, but is paid for by a third party/person the disclaimer notice must:
 - Identify who paid for the communication.
 - Indicate that the candidate authorized the message.
- (c) **Political Advertisement Not For Political Candidate.** On an advertisement that is not authorized by a particular candidate or his/her campaign committee, the disclaimer notice must:
 - Identify who paid for the message.
 - State that the advertisement was not authorized by any candidate or candidate's committee.



- List the permanent address, telephone number or world wide web address of the person who paid for the communication.

(d) **Religious Oriented, Political Issue or Other Non-Commercial Issue Ads.** The disclaimer notice must:

- Identify who paid for the message.
- List the permanent address, telephone number or web address of the person who paid for the communication.

3.03 Other Permitted Advertising and Public Service Announcements. DART may make advertising space available for advertising proposed by governmental entities, academic institutions or tax-exempt, 501(c)3 nonprofit organizations (examples include: ads focusing on personal health or wellness issues, or ads informing the public about programs, services or events). Non-profit entities must document their IRS tax-exempt status. On a limited basis, DART may make unpaid advertising space available for such permitted advertising or public service announcements. Costs associated with the design, production, installation and removal of public service announcements are the responsibility of the group or organization requesting the public service announcement. The advertising and public service announcements permitted under this section cannot contain displays or messages that qualify as Excluded Advertising under Section 2.01 and must comply with these advertising policies and standards. Unless the source of the advertising or public service announcement is obvious from the content or copy, the advertisement or public service announcement must specifically identify the sponsor of the advertisement or the message.

3.04 Space Availability. DART limits the amount of space on its transit facilities available for advertising and does not represent that it can accommodate all requests for advertising space. Advertising space will be made available only on DART transit facilities designated by DART. No advertising, signs and other types of postings or messages may be played, displayed, posted or placed on any other DART transit facilities.

3.05 Reservation of Rights. DART reserves the right to amend these policies and standards at any time. Subject to any then existing contractual obligations, DART reserves the right to discontinue advertising on DART transit facilities and discontinue accepting advertising for display or posting on DART transit facilities. DART reserves the right to limit the availability of advertising space on its transit facilities and remove advertising that does not comply with these advertising policies and standards and, subject to any contractual obligations.

IV. ADVERTISING PROGRAM AND ADMINISTRATION

4.01 Advertising Contractor. DART shall, from time to time, select an "Advertising Contractor" who shall be responsible for the administration of DART's advertising program, in a manner consistent with this Policy and the terms of its agreement with DART. The advertising program shall include, but not be limited to, promotion, solicitation, sales, accounting, billing, collections, fabrication, posting of advertising displays, and playing of audio advertisements on or in DART facilities including, but not limited to, buses and bus shelters.



- (a) DART has designated the Chief Engagement and Communications Officer to be the primary contact for the Advertising Contractor. Questions regarding the terms, provisions, and requirements of this Policy shall be addressed initially to the Chief Engagement and Communications Officer.
- (b) The Advertising Contractor shall provide, or shall subcontract for, all employees and equipment necessary to perform the work and provide the services required by DART.
- (c) The Advertising Contractor shall comply with this Policy and shall review all proposed advertising with reference to the standards set forth herein. The Advertising Contractor shall present all proposed advertising to the Chief Engagement and Communications Officer or his/her designee for approval. The Chief Engagement and Communications Officer shall determine whether the proposed advertising will be accepted.

V. APPEAL OF ADVERTISING DECISIONS

- 5.01 Initial Reviews.** DART's Contractor for advertising sales will make initial decisions about accepting or rejecting proposed advertising. The decisions will be based on these policies and standards. DART's Contractor will work with advertisers to resolve issues about advertisements that do not comply with these policies and procedures. Resolution may include modification of the art, copy, or both.
- 5.02 Appeals to Advertising Review Committee.** An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with the Advertising Review Committee within ten (10) business days after the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of DART's advertising policies and standards. The Advertising Review Committee consists of the following DART personnel: the Chief Engagement and Communications Officer, Chief Operations Officer, and Chairperson of the DART Transit Riders Advisory Committee (TRAC). The Advertising Review Committee may consult with DART'S legal counsel. The Advertising Review Committee will review the basis for the rejected or removed advertisement and will consider the advertiser's reasons for filing the request. The Advertising Review Committee will make a decision on the request and will notify the advertiser of its decision in writing within fifteen (15) business days of receipt of the advertiser's request.
- 5.03 Further Review by General Manager.** An advertiser who disagrees with a decision of the Advertising Review Committee may request DART'S General Manager to review the committee's decision. The advertiser's written request for further review must be received within five (5) business days after receipt of the Advertising Review Committee's adverse decision. The General Manager may accept, reject or modify the Advertising Review Committee's decision and will notify the advertiser of the General Manager's decision within five (5) business days after the General Manager receives the advertiser's request for further review. The General Manger's decision is final.



ACTION ITEM



7C: DART Fare Policy Update

Action: Approve the updated DART Fare Policy

Staff Resource: *Jamie Schug, Chief Financial Officer*

Background:

DART's current Fare policy was approved by the DART Board of Commissioners in 2014 as DART was looking to implement a new fare collection system using smart cards. Given the changes in technology since this time, DART has decided to implement mobile ticketing rather than smart cards, and the fare policy needs to be updated to reflect that.

DART hosted two public meetings to share details on the fare policy changes.

- Tuesday, August 22, 2017 at noon in the Multimodal Room of DART Central Station.
- Monday, August 28, 2017 at 6 p.m. at the Polk County Northside Community Center.

Fare Policy Changes:

The updated DART Fare Policy that reflects the changes outlined below is attached.

The implementation of mobile ticketing in fall 2017 will result in the following changes to DART fares:

- \$4 day pass will be available through the mobile ticketing app in fall 2017 valid on all Local and Express service.
- Rolling period passes, including a 7-day pass and 31-day pass good from the time activated.

The implementation of new fareboxes in summer 2018 will result in the following changes to DART fares:

- \$4 day pass available for purchase on the bus or from DART Customer Service.
- Paper transfers will no longer be provided
- Elimination of DART Loop Zone Fare.

DART staff conducted a Title VI analysis to ensure these change to the fare policy would not have a disparate impact for riders based on their race, ethnicity or national origin. The analysis also ensured the change would not place a disproportionate burden on low-income riders.

Recommendation:

- Approval of updated DART Fare Policy,



DART Fare Policy



Scope: DART Customers
Responsible Department: Finance
Effective Date:
Approved By: DART Commission

1. Purpose

The purpose of this Fare Collection Policy is to establish guidance for the consistency and fairness of DART's fare collection process on fixed-route service. This policy addresses DART's fare structure, types of fare media, and payment options.

2. Goals

The goal of the policy is to establish a fare collection system that is adaptable to the changing market conditions and technology in order to meet the varied needs of DART riders, operations, and community partners in business, government and social services.

Objectives relating to riders and community partners:

- Improve rider experience
- Expand payment options
- Speed up service by encouraging faster payment methods
- Ensure a clear, equitable and consistent fare structure
- Make the payment of fare as simple and convenient as possible
- Provide a variety of fare purchase options while respecting customers' privacy and ensuring security of personal payment information

Objectives related to operations:

- Improve system performance and increase ridership
- Minimize driver and customer interactions relating to fare payment
- Improve fare recovery
- Reduce fraudulent transactions and fare disputes with operators
- Simplify fare collection reporting, improve data collection and ridership use evaluation
- Decrease fare payments by cash on board buses and increase use of other payment methods to improve efficiency
- Eliminate use of paper transfers by offering free transfers on mobile ticket and day pass products only

3. Fare Structure and Passes

DART riders can pay their fares in the following ways:

A. Magnetic Stripe Passes

Magnetic Stripe Passes for specific calendar periods are currently sold at pass sales outlets and DART Central Station.

Pass Products

- Monthly Pass (Local)
 - Covers full fare on all Local routes
 - Covers partial fare on Express, On Call and Flex routes; difference must be paid in cash
 - Valid for a specific calendar month, including holidays with no DART service
 - Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time
- Monthly Pass (Express)
 - Covers full fare on all Local, Express, On Call and Flex routes
 - Valid for a specific calendar month, including holidays with no DART service
 - Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time
- Weekly Pass (Local)
 - Covers full fare on all Local routes
 - Covers partial fare on Express, On Call and Flex routes; difference must be paid in cash
 - Valid for a specific calendar week, including holidays with no DART service
 - Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time

B. Mobile Ticketing

Mobile Ticketing allows passengers to buy and display tickets or passes on their smart phones. Users will need to download the My DART mobile app. Purchases can be made via a credit card or bank account. For those users who would like to load cash on the mobile app DART will allow that via a partnership with Pay Near Me.

Pass Products

- 31-day pass (Local)
 - Activated on first use
 - Covers full fare on all Local routes
 - Covers partial fare on Express, On Call and Flex routes; trip upgrade available for purchase in mobile app
 - Valid for any 31 consecutive days, including holidays with no DART service
 - Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time
- 31-day pass (Express)
 - Activated on first use

DART Fare Policy

Effective Date:



- Covers full fare on all Local, Express, On Call and Flex routes
- Valid for any 31 consecutive days, including holidays with no DART service
- Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time
- 7-day pass (Local)
 - Activated on first use
 - Covers full fare on all Local routes
 - Covers partial fare on Express, On Call and Flex routes; trip upgrade available for purchase in mobile app
 - Valid for any 7 consecutive days, including holidays with no DART service
 - Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time
- Day pass (Local and Express)
 - Activated on first use
 - Covers full fare on all Local and Express Routes.
 - Covers non-flex trips on Flex Routes.
 - Pass plus an upcharge (See Attachment A) for On Call trips and flex trips on Flex Routes
 - Valid for up to 24-hours expires at 3:00 am the morning following ticket activation, including hours when DART is not in service including holidays with no DART service
 - Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time

C. Cash (U.S. currency)

- Exact fare is required. No change will be given when paying cash.
- Can be used to pay for a single, one-bus fare
- The farebox will accept currency in the following US denominations: 1¢, 5¢, 10¢, 25¢, \$1 coins – Susan B. Anthony (SBA) and "Golden Dollar" (Sacagawea and Presidential), \$1, \$2, \$5, \$10 and \$20. All other denominations will be rejected by the farebox.
- Does not include free transfer. (Note: Free transfers are offered on smart cards, only.)

D. Other Fare Media

- If possible, DART may use media not issued by DART but that has the ability to be read by DART fare collection devices for boarding DART buses, for example utilizing Des Moines Public Schools ID cards as fare media.

4. Fare Levels

A. Fares may vary to reflect operational characteristics and average trip length:

- 1) Local route bus trips are considered standard fixed-route service and are assessed a base fare rate.
- 2) Express bus trips operating primarily in peak traffic periods are assessed higher single and period pass fares than standard fixed-route local service. Riders transferring from



Local to Express service will be required to pay the difference between the Local and Express fare. See Attachment A.

3) On Call and Flex Route trips are assessed higher single and period pass fares than standard fixed-route local service. Riders transferring from local to On Call or Flex Route services will be required to pay the difference between the local and On Call or Flex Route fare. See Attachment A.

4) Shuttle services operating within downtown Des Moines are assessed no fares. See Attachment A.

B. Reduced fares are offered to persons with disabilities, seniors, students, or refugees and OTT program participants. The reduced fare will not exceed one-half of the adult full fare.

1) Seniors, persons with disabilities, refugees, OTT program participants and students outside the Des Moines Public Schools District who meet the relevant program criteria will be able to access fare media via the mobile app after being approved by DART customer service and their e-mail address added to the mobile ticketing system.

C. Reduced fares are offered to children when riding with adults.

1) Children 5 years old and younger accompanied by an adult ride fare-free.

2) Children ages 6 to 10 years old ride at no more than one-half the adult full fare.

5. Transfer Trips

A. Customers who use Mobile Tickets will be provided unlimited transfers within two hours of their initial trip without an additional fare. After two hours, another full fare will be required.

B. Cash-paying riders will NOT receive free transfers. Alternatively, riders can receive free transfers by purchasing a Day Pass. Day Passes can be purchased onboard DART buses or at DART Customer Service.

C. This transfer fare structure is meant to encourage the use of media, which speed up boarding times on buses and shorter dwell times at stops, resulting in service that is more efficient.

6. Fare Disputes

Disputes over payment of fare will be resolved through the following process:

- DART bus operators will default to message on the fare box.
- Fare disputes will be resolved by a DART Supervisor or at DART Central Station's Customer Service.

7. Fare Changes

A. DART will adhere to local and federal public involvement guidelines including the DART Public Participation Plan and Title VI of the Civil Rights Act of 1964 when considering fare increases.

B. When fares change, passes will be honored at purchased value through expiration.

8. Distribution of Fare Media

A. DART Mobile fare media will be available for purchase via the My DART Mobile app. DART will also continue to partner with retail outlets (see Attachment B) to meet demand and make purchasing DART fare media accessible throughout DART's service area.



Policy and Procedure Revision Log

Revision	Date

Related policies/forms:

DRAFT

ATTACHMENT A – DART FARE SCHEDULE

 **ATTACHMENT A**
DART FARE SCHEDULE

DART's fare schedule reflects current pricing for use of DART service through the various fare products available. The schedule is laid out in three parts:

1. Cash
2. Magnetic Stripe Passes
3. Mobile Tickets



ATTACHMENT A

DART FARE SCHEDULE – CASH

Cash

Service Type	Full fare	Half-Fare	Children 6-10	Children 5 and younger	Transfer
Local Routes	\$1.75	\$0.75	\$0.75	FREE	No free transfer
Express Routes	\$2.00	\$0.75	\$0.75	FREE	No free transfer
On Call	\$3.50	\$0.75	\$0.75	FREE	No free transfer
Flex Route (regular route without flex trip)	\$1.75	\$0.75	\$0.75	FREE	No free transfer
Flex Route (off route for flex trip)	\$3.50	\$0.75	\$0.75	FREE	No free transfer
Shuttles (D-Line and Link)	FREE	FREE	FREE	FREE	No free transfer

ATTACHMENT B – PASS SALES OUTLETS



ATTACHMENT A

DART FARE SCHEDULE – Magnetic Stripe Pass Products

Magnetic Stripe -- Pass Products

Service Type	Monthly Express Pass	Monthly regular	Monthly Half Fare	Weekly Local	Weekly Half Fare	Day pass	Day pass Half-Fare
	\$58.00	\$48.00	\$24.00	\$16.00	\$7.00	\$4.00	\$2.00
Local Routes	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Express Routes	Pass	Pass + \$0.25	Pass	Pass	Pass + \$0.25	Pass	Pass
On Call	Pass	Pass + \$1.75	Pass + \$1.75	Pass + \$1.75	Pass + \$1.75	Pass + \$1.50	Pass + \$1.50
Flex Route (regular route without flex trip)	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Flex Route (off route for flex trip)	Pass	Pass + \$1.75	Pass + \$1.75	Pass + \$1.75	Pass + \$1.75	Pass + \$1.50	Pass + \$1.50
Shuttles (D-Line and Link)	FREE	FREE	FREE	FREE	FREE	FREE	FREE



ATTACHMENT B – PASS SALES OUTLETS



ATTACHMENT A

DART FARE SCHEDULE – Mobile Ticketing Pass Products

Mobile Ticketing -- Pass Products

Service Type	31 Day Express	31 Day regular	31 Day Half Fare	7 Day Local	7 Day Half Fare	Day pass	Day pass Half-Fare	Single Ride
	\$58.00	\$48.00	\$24.00	\$16.00	\$7.00	\$4.00	\$2.00	\$1.75
Local Routes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Express Routes	Pass	Pass + \$0.25	Pass	Pass	Pass + \$0.25	Pass	Pass	Pass + \$0.25
On Call	Pass	Pass + \$1.75	Pass + \$1.75	Pass + \$1.75	Pass + \$1.75	Pass + \$1.50	Pass + \$1.50	Pass + \$1.75
Flex Route (regular route without flex trip)	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Flex Route (off route for flex trip)	Pass	Pass + \$1.75	Pass + \$1.75	Pass + \$1.75	Pass + \$1.75	Pass + \$1.50	Pass + \$1.50	Pass + \$1.75
Shuttles (D-Line and Link)	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE



DRAFT

ATTACHMENT B – PASS SALES OUTLETS

ATTACHMENT B
Pass Sales Outlets

DART's pass sales outlets show locations where DART physical fare media is available.

Organization	Address	City	Weekly Local	Monthly Local	Express	Tokens
PRICE CHOPPER JOHNSTON	5440 NW 86TH STREET	JOHNSTON	yes	yes	yes	yes
PRICE CHOPPER BEAVER	1819 BEAVER AVENUE	DES MOINES	yes	yes	yes	yes
CASH SAVER EUCLID	1320 EAST EUCLID AVENUE	DES MOINES	yes	yes	yes	yes
CASH SAVER FLEUR	4121 FLEUR DRIVE	DES MOINES	yes	yes	yes	yes
PRICE CHOPPER INGERSOLL	3425 INGERSOLL AVENUE	DES MOINES	yes	yes	yes	yes
PRICE CHOPPER MERLE HAY	4343 MERLE HAY ROAD	DES MOINES	yes	yes	yes	yes
HY-VEE 86TH & DOUGLAS	8701 DOUGLAS AVE	URBANDALE	yes	yes	yes	yes
HY-VEE ALTOONA	100 8TH STREET SW	ALTOONA	yes	yes	yes	yes
HY-VEE ANKENY	410 NORTH ANKENY BLVD	ANKENY	yes	yes	yes	yes
HY-VEE ANKENY	2510 SW STATE ST.	ANKENY	yes	yes	yes	yes
HY-VEE EUCLID	2540 EAST EUCLID AVENUE	DES MOINES	yes	yes	yes	yes
HY-VEE WINDSOR HEIGHTS	7101 UNIVERSITY	WINDSOR HEIGHTS	yes	yes	yes	yes



ATTACHMENT B – PASS SALES OUTLETS

Organization	Address	City	Weekly Local	Monthly Local	Express	Tokens
HY-VEE 35TH	1700 VALLEY WEST DRIVE	WEST DES MOINES	yes	yes	yes	yes
HY-VEE DRUGSTORE	4100 UNIVERSITY AVENUE	DES MOINES	yes	yes	yes	yes
HY-VEE FLEUR	4605 FLEUR DRIVE	DES MOINES	yes	yes	yes	yes
HY-VEE GRAND WDM	1990 GRAND AVENUE	DES MOINES	yes	yes	yes	yes
HY-VEE MILLS CIVIC PKWY	555 SOUTH 51ST STREET	WEST DES MOINES	yes	yes	yes	yes
HY-VEE MLK	3330 MARTIN LUTHER KING PKWY	DES MOINES	yes	yes	yes	yes
HY-VEE PARK AVENUE	3221 SE 14TH STREET	DES MOINES	yes	yes	yes	yes
HY-VEE PLEASANT HILL	4815 MAPLE DRIVE	PLEASANT HILL	yes	yes	yes	no
HY-VEE SOUTHRIDGE	1107 EAST ARMY POST ROAD	DES MOINES	yes	yes	yes	yes
HY-VEE WEST DES MOINES	1725 JORDAN CREEK PKWY	WEST DES MOINES	no	yes	yes	no
WALMART ANKENY	1002 SE NATIONAL DRIVE	ANKENY	yes	yes	yes	no
WALMART WINDSOR HEIGHTS	1001 73RD ST.	WINDSOR HEIGHTS	yes	yes	yes	no
E-Z MONEY CHECK CASHING	904 ARMY POST ROAD	DES MOINES	yes	yes	yes	yes
E-Z MONEY CHECK CASHING	1238 EAST 14TH STREET	DES MOINES	yes	yes	yes	yes
E-Z MONEY CHECK CASHING	2910 EAST UNIVERSITY	DES MOINES	yes	yes	yes	yes



ACTION ITEM



7D:	Route 4 Additional Service
Action:	Approve Additional Service on the Route 4 with the establishment of Additional Business Partnerships to Cover the Associated Costs Related to the Service Level Increase

Staff Resource: *Nick Peterson, RideShare and Business Development Supervisor*

Background:

- DART has been approached by several businesses looking for additional service in northern Des Moines. These businesses are near the current Route 4 and include DeeZee Manufacturing, A+ Lawn and Landscape, and the Animal Rescue League.
- DART has worked to cost out additional services to meet these needs, primarily by adding and slightly modifying trip times as well as slightly modifying the route.
- DART is securing Unlimited Access partnerships with one or more of the area businesses. DeeZee Manufacturing has informally committed to a \$60,000 Unlimited Access partnership, contingent on additional service.
- The approximate cost for additional service ranges from \$47,000-\$107,000 depending on the number of additional trips added.
- The DART Commission in August 2017 also approved the submission of an ICAP grant that would further assist with meeting service needs in this part of DART's service area which includes the DMV facility in Ankeny.

Recommendation:

- Approve additional service on the Route 4, along with minor changes to the routing, to serve businesses in the area, contingent on finalized business partnerships with these businesses to cover the associated costs related to the service level increase. Changes would be effective with the February 2018 service change.



ACTION ITEM



7E: June FY2017 Consolidated Financial Report

Action: Approve the June FY2017 Consolidated Financial Report

Staff Resource: Amber Dakan, Finance Manager

Year-to-Date Budget Highlights:

Revenue:

- Fixed Route Operating revenue ended 4.4% below budget projections. Other Contracted Services out performed budget while Cash Fares were below forecast.
- Fixed Route Non-Operating revenue is exceeding budget by 3.47%. Treatment of Lease funds as well as additional Miscellaneous and Interest Income contribute to the performance of revenue.
- Paratransit Operating revenue is 21.01% lower than budget expectations. Contracted trips ended below budgeted levels.
- Paratransit Non-Operating revenue is 1.81% above budget from received slightly higher grant funds for taxi expense assistance.
- Rideshare revenues were 23.28% below budget. Rideshare revenue continues to cover expenses.

Operating Expense:

- Fixed Route Budget Summary – Operating expenses are 3.52% below budget projections year to date. Fuel & Lubricants, Salaries, Wages & Fringes, and Insurance Expense are seeing the most savings year to date.
- Paratransit Budget Summary – Operating expenses are currently showing budget savings of 15.78%. Fuel & Lubricants, Salaries, Wages & Fringes, and Equipment Repair Parts were a few of the categories of savings.
- Rideshare Budget Summary – Rideshare expenses are below budgetary expectations by 23.77%. Many categories are also showing savings within this division and in alignment with the lower levels of revenue received versus budget.

Recommendation:

- Approve the June FY2017 Consolidated Financial Report.

**** TOTAL Un-Audited Performance of June FY2017 Year to Date as Compared to Budget:**

Fixed Route	\$	1,453,752
Paratransit	\$	129,773
Rideshare	\$	<u>4,411</u>
Total	\$	1,587,936

Reserve for Accidents (See Balance Sheet): \$371,510.67

FY2017 Financials:

June 2017

FIXED ROUTE	June 2017			Year-To-Date-(12) Months Ending 06/30/2017		
	Actual	Budgeted	Variance	Actual	Budgeted	Variance
Operating Revenue	287,044	423,250	(136,206)	4,853,609	5,079,000	(225,391)
Non-Operating Revenue	1,982,494	1,789,594	192,901	22,220,525	21,475,122	745,403
Subtotal	2,269,538	2,212,844	56,695	27,074,134	26,554,122	520,012
Operating Expenses	2,566,504	2,212,844	(353,661)	25,620,382	26,554,122	933,740
Gain/(Loss)	(296,966)	-	(296,966)	1,453,752	-	1,453,752

PARATRANSIT	June 2017			Year-To-Date-(12) Months Ending 06/30/2017		
	Actual	Budgeted	Variance	Actual	Budgeted	Variance
Operating Revenue	133,282	169,083	(35,801)	1,602,632	2,029,000	(426,368)
Non-Operating Revenue	111,275	111,722	(447)	1,364,916	1,340,661	24,255
Subtotal	244,557	280,805	(36,248)	2,967,548	3,369,661	(402,113)
Operating Expenses	252,625	280,805	28,180	2,837,776	3,369,661	531,885
Gain/(Loss)	(8,068)	-	(8,068)	129,773	-	129,773

RIDESHARE	June 2017			Year-To-Date-(12) Months Ending 06/30/2017		
	Actual	Budgeted	Variance	Actual	Budgeted	Variance
Operating Revenue	58,683	75,000	(16,317)	690,499	900,000	(209,501)
Non-Operating Revenue	-	-	-	-	-	-
Subtotal	58,683	75,000	(16,317)	690,499	900,000	(209,501)
Operating Expenses	78,428	75,000	(3,428)	686,088	900,000	213,912
Gain/(Loss)	(19,744)	-	(19,744)	4,411	-	4,411



ACTION ITEM



7F: July FY2018 Consolidated Financial Report

Action: Approve the July FY2018 Consolidated Financial Report

Staff Resource: Amber Dakan, Finance Manager

Year-to-Date Budget Highlights:

Revenue:

- Fixed Route Operating revenue is 5.70% over budget projections. Other Contracted Services is higher than forecast due to revenue supporting the D-Line Service that was paid in total for FY 2018.
- Fixed Route Non-Operating revenue is currently 6.94% under budget. This is a timing issue for grant related projects.
- Paratransit Operating revenue is 17.53% lower than budget expectations. Contracted trips performed is less than budget.
- Paratransit Non-Operating revenue is on target.
- Rideshare revenues were 9.79% below budget. Rideshare revenue continues to cover expenses.

Operating Expense:

- Fixed Route Budget Summary – Operating expenses are 9.66% below budget projections year to date. Several line items are seeing savings this early in the year.
- Paratransit Budget Summary – Operating expenses are currently showing budget savings of 4.38%. Fuel & Lubricants, Equipment Repair Parts, and Insurance Expense are the categories seeing the savings.
- Rideshare Budget Summary – Rideshare expenses are below budgetary expectations by 13.58%. Many categories are also showing savings within this division and in alignment with timing of the year.

Recommendation:

- Approve the July FY2017 Consolidated Financial Report.

**** TOTAL Un-Audited Performance of July FY2018 Year to Date as Compared to Budget:**

Fixed Route	\$	121,390
Paratransit	\$	(9,105)
Rideshare	\$	<u>2,606</u>
Total	\$	114,891

Reserve for Accidents (See Balance Sheet): \$382,242.83

FY2018 Financials:

July 2017

FIXED ROUTE	July 2017			Year-To-Date-(1) Months Ending 07/31/2017		
	Actual	Budgeted	Variance	Actual	Budgeted	Variance
Operating Revenue	490,066	463,642	26,425	490,066	463,642	26,425
Non-Operating Revenue	1,719,829	1,848,126	(128,297)	1,719,829	1,848,126	(128,297)
Subtotal	2,209,895	2,311,767	(101,872)	2,209,895	2,311,767	(101,872)
Operating Expenses	2,088,505	2,311,767	223,262	2,088,505	2,311,767	223,262
Gain/(Loss)	121,390	-	121,390	121,390	-	121,390

PARATRANSIT	July 2017			Year-To-Date-(1) Months Ending 07/31/2017		
	Actual	Budgeted	Variance	Actual	Budgeted	Variance
Operating Revenue	124,519	150,983	(26,465)	124,519	150,983	(26,465)
Non-Operating Revenue	119,190	113,417	5,773	119,190	113,417	5,773
Subtotal	243,708	264,400	(20,692)	243,708	264,400	(20,692)
Operating Expenses	252,814	264,400	11,586	252,814	264,400	11,586
Gain/(Loss)	(9,105)	-	(9,105)	(9,105)	-	(9,105)

RIDESHARE	July 2017			Year-To-Date-(1) Months Ending 07/31/2017		
	Actual	Budgeted	Variance	Actual	Budgeted	Variance
Operating Revenue	62,054	68,792	(6,737)	62,054	68,792	(6,738)
Non-Operating Revenue	-	-	-	-	-	-
Subtotal	62,054	68,792	(6,737)	62,054	68,792	(6,738)
Operating Expenses	59,448	68,792	9,344	59,448	68,792	9,344
Gain/(Loss)	2,606	-	2,606	2,606	-	2,606



DISCUSSION ITEM



8A: Mobile Ticketing

Staff Resource: Erin Hockman, Marketing and Communications Manager

- A presentation regarding DART's plans for mobile ticketing will be shared at the meeting.



DISCUSSION ITEM



8B: Mobility Coordinator Update

Staff Resource: Alison Walding, Mobility Coordinator

- A presentation regarding DART's Mobility Coordinator Report.



DISCUSSION ITEM



8C: Funding Study Update

Staff Resource: Amanda Wanke, Chief Engagement and Communications Officer

- An update on the Funding Study will be provided at the meeting.



System Summary Performance Report

July 2017

	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	July 2016	July % Change FY18	FY18 July YTD	FY17 July YTD	YTD % Change FY18
Fixed Route												
Passengers	334,782	343,089	349,959	336,921	360,336	287,316	265,741	272,117	(2.34%)	265,741	272,117	(2.34%)
OTT Ridership	18,465	19,042	19,122	18,938	18,849	19,236	18,154	19,236	(5.62%)	18,154	19,236	(5.62%)
Unlimited Access Ridership	25,620	26,911	28,451	25,857	27,407	27,011	23,968	25,472	(5.90%)	23,968	25,472	(5.90%)
Bike Rack Usage	2,121	3,154	3,740	3,690	9,324	5,995	6,160	5,686	8.34%	6,160	5,686	8.34%
Passengers Per Revenue Hour	18.1	20.4	18.2	19.3	20.3	15.8	15.4	16.0	(3.62%)	15.4	16.0	(3.62%)
Average Passenger Trip Length	4.38	4.37	4.38	4.37	4.34	4.42	3.42	4.47	(23.48%)	3.42	4.47	(23.48%)
Complaints Per 100,000 Passengers	9.56	11.95	13.14	12.76	11.38	11.49	12.42	16.54	(24.91%)	12.42	16.54	(24.91%)
Commendations Per 100,000 Passengers	1.19	2.62	4.29	1.48	1.39	3.13	3.39	2.57	31.66%	3.39	2.57	31.66%
On-Time Performance	84.39%	82.95%	84.59%	83.33%	82.02%	81.72%	82.08%	85.67%	(4.20%)	82.08%	85.67%	(4.20%)
Accident Frequency Rate by Service:												
Preventable/100,000 Miles	1.74	1.15	1.69	0.74	2.17	2.90	0.38	1.56	(75.38%)	0.38	1.56	(75.38%)
Non-Preventable/100,000 Miles	3.83	2.30	2.70	1.85	0.72	2.18	2.30	2.73	(15.58%)	2.30	2.73	(15.58%)
Maintenance:												
Total Service Miles	287,141.7	261,064.9	296,558.8	270,068.3	276,175.1	275,738.1	260,372.8	256,449.0	1.53%	260,372.8	256,449.0	1.53%
Roadcalls/100,000 Miles	35.87	37.54	39.79	31.84	43.45	31.55	38.02	45.62	(16.66%)	38.02	45.62	(16.66%)
Active Vehicles In Fleet	127	127	127	127	124	126	126	126	0.00%	126	126	0.00%
Paratransit												
Passengers	9,272	8,981	9,913	8,724	9,709	9,520	8,330	8,903	(6.44%)	8,330	8,903	(6.44%)
Passengers Per Revenue Hour	2.5	2.6	2.5	2.4	2.5	2.5	2.4	2.6	(8.16%)	2.4	2.6	(8.16%)
Average Passenger Trip Length	8.89	8.88	8.89	8.87	8.89	8.89	8.92	8.86	0.66%	8.92	8.86	0.66%
Complaints Per 100,000 Passengers	21.57	11.13	90.79	149.01	175.10	63.03	120.05	44.93	167.20%	120.05	44.93	167.20%
Commendations Per 100,000 Passengers	0.00	0.00	0.00	34.39	0.00	10.50	24.01	0.00	0.00%	24.01	0.00	0.00%
On-Time Performance	91.63%	92.28%	81.43%	83.21%	82.97%	86.01%	86.50%	93.25%	(7.24%)	86.50%	93.25%	(7.24%)
Accident Frequency Rate by Service:												
Preventable/100,000 Miles	2.77	1.48	2.55	0.00	5.08	1.27	1.37	2.94	(53.56%)	1.37	2.94	(53.56%)
Non-Preventable/100,000 Miles	1.38	0.00	1.27	1.35	0.00	2.54	1.37	4.42	(69.04%)	1.37	4.42	(69.04%)
Maintenance:												
Total Service Miles	72,234.2	67,641.1	78,519.2	73,948.9	78,771.4	78,612.4	73,153.6	67,940.5	7.67%	73,153.6	67,940.5	7.67%
Roadcalls/100,000 Miles	12.46	4.44	10.19	12.17	13.96	13.99	4.10	14.72	(72.14%)	4.10	14.72	(72.14%)
Active Vehicles In Fleet	22	22	22	22	22	25	25	23	8.70%	25	23	8.70%
Rideshare												
Passengers	16,110	15,643	18,108	15,182	19,782	19,195	16,083	14,395	11.73%	16,083	14,395	11.73%
Passengers Per Revenue Hour	5.4	5.5	5.4	5.4	6.1	5.5	5.1	4.4	17.76%	5.1	4.4	17.76%
Rideshare Customers	560	600	564	564	646	614	630	558	12.90%	630	558	12.90%
Average Passenger Trip Length	39.93	39.82	39.22	39.44	38.90	38.66	39.17	40.18	(2.52%)	39.17	40.18	(2.52%)
Complaints Per 100,000 Passengers	0.00	0.00	0.00	0.00	0.00	0.00	12.44	0.00	0.00%	12.44	0.00	0.00%
Commendations Per 100,000 Passengers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Maintenance:												
Total Service Miles	133,410.3	129,841.0	150,797.1	130,953.9	159,248.0	157,781.0	139,814.0	125,830.0	11.11%	139,814.0	125,830.0	11.11%
Roadcalls/100,000 Miles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Active Vehicles In Fleet	108	105	108	108	127	112	112	108	3.70%	112	108	3.70%
System Total												
Farebox Recovery Ratio	23.56%	27.33%	24.72%	25.48%	23.67%	17.16%	18.42%	19.57%	(5.88%)	18.42%	19.57%	(5.88%)



System Performance Ridership Report

July 2017

	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	July 2016	July % Change FY18	FY18 July YTD	FY17 July YTD	YTD % Change FY18
Fixed Route	334,782	343,089	349,959	336,921	360,336	287,316	265,741	272,117	(2.34%)	265,741	272,117	(2.34%)
1. Local:												
#1 - Fairgrounds	17,748	17,689	17,221	17,547	19,470	13,540	13,061	13,726	(4.84%)	13,061	13,726	(4.84%)
#3 - University	29,144	30,386	31,905	30,264	31,467	30,326	28,515	31,668	(9.96%)	28,515	31,668	(9.96%)
#4 - E. 14th	16,637	17,072	17,468	16,573	16,953	15,337	14,049	15,067	(6.76%)	14,049	15,067	(6.76%)
#5 - Franklin Ave	7,916	7,971	8,393	7,815	9,554	6,574	5,090	4,988	2.04%	5,090	4,988	2.04%
#6 - Indianola Ave	27,996	28,524	28,873	28,877	30,208	21,306	19,925	23,279	(14.41%)	19,925	23,279	(14.41%)
#7 - SW 9th St	34,437	35,391	35,745	34,273	37,387	27,392	24,519	24,286	0.96%	24,519	24,286	0.96%
#8 - Fleur Dr	5,030	5,193	5,176	5,618	5,863	2,393	2,169	1,534	41.40%	2,169	1,534	41.40%
#10 - East University	2,744	2,889	3,201	3,140	3,468	2,320	1,933	0	0.00%	1,933	0	0.00%
#11 - Ingersoll Ave	2,117	1,824	2,133	1,978	2,009	2,151	1,594	2,133	(25.27%)	1,594	2,133	(25.27%)
#13 - Evergreen/SE Park Ave	7,161	7,291	5,931	6,788	7,332	738	623	427	45.90%	623	427	45.90%
#14 - Beaver Ave	20,474	20,595	21,265	20,472	21,639	15,335	13,847	12,575	10.12%	13,847	12,575	10.12%
#15 - 6th Ave	23,357	23,826	23,466	23,682	25,472	18,847	17,834	17,349	2.80%	17,834	17,349	2.80%
#16 - Douglas Ave	35,312	37,262	37,931	35,961	38,630	27,678	25,212	26,074	(3.31%)	25,212	26,074	(3.31%)
#17 - Hubbell Ave	21,498	22,509	21,914	21,985	22,987	22,344	20,920	20,413	2.48%	20,920	20,413	2.48%
#52 - Valley West/Jordan Creek	13,049	12,927	14,322	12,365	14,423	13,650	12,939	13,798	(6.23%)	12,939	13,798	(6.23%)
#60 - Ingersoll/University	29,926	31,610	31,869	31,139	33,454	28,898	26,097	26,539	(1.67%)	26,097	26,539	(1.67%)
2. Shuttle:												
Dline	13,996	13,871	14,823	14,119	14,299	13,828	15,017	14,230	5.53%	15,017	14,230	5.53%
Link Shuttle	993	966	904	787	1,057	1,028	771	968	(20.35%)	771	968	(20.35%)
3. Express:												
#91 - Merle Hay Express	908	1,210	1,250	1,197	1,267	1,280	1,065	786	35.50%	1,065	786	35.50%
#92 - Hickman Express	2,664	2,413	2,596	2,285	2,375	2,044	1,673	2,447	(31.63%)	1,673	2,447	(31.63%)
#93 - NW 86th Express	3,234	3,189	3,229	3,095	3,139	2,826	2,595	3,143	(17.44%)	2,595	3,143	(17.44%)
#94 - Westtown	1,008	1,182	1,262	976	993	1,068	1,041	1,194	(12.81%)	1,041	1,194	(12.81%)
#95 - Vista	1,249	1,327	1,603	1,274	1,395	1,344	1,144	1,513	(24.39%)	1,144	1,513	(24.39%)
#96 - E.P. True	2,207	2,257	2,552	2,055	2,267	2,346	2,190	2,090	4.78%	2,190	2,090	4.78%
#98 - Ankeny	7,490	7,061	8,066	6,645	6,786	6,422	5,667	5,748	(1.41%)	5,667	5,748	(1.41%)
#99 - Altoona	1,888	1,757	1,776	1,508	1,628	1,557	1,430	1,285	11.28%	1,430	1,285	11.28%
4. Flex:												
#72 Flex: West Des Moines/Clive	3,439	3,610	3,818	3,485	3,769	3,663	3,864	3,398	13.71%	3,864	3,398	13.71%
#73 Flex: Urbandale/Windsor Heights	201	213	188	180	206	198	182	237	(23.21%)	182	237	(23.21%)
#74 Flex: NW Urbandale	386	508	613	447	534	570	538	428	25.70%	538	428	25.70%
5. On Call:												
On-Call: Ankeny	215	185	226	129	146	112	77	222	(65.32%)	77	222	(65.32%)
On-Call: Johnston/Grimes	208	196	107	97	131	127	104	209	(50.24%)	104	209	(50.24%)
On-Call: Regional	150	185	133	165	28	74	56	363	(84.57%)	56	363	(84.57%)
Paratransit	9,272	8,981	9,913	8,724	9,709	9,520	8,330	8,903	(6.44%)	8,330	8,903	(6.44%)
Cab	895	842	888	818	793	799	717	735	(2.45%)	717	735	(2.45%)
Bus/Van	8,377	8,139	9,025	7,906	8,916	8,721	7,613	8,168	(6.79%)	7,613	8,168	(6.79%)
Rideshare	16,110	15,643	18,108	15,182	19,782	19,195	16,083	14,395	11.73%	16,083	14,395	11.73%
Total Ridership	360,164	367,713	377,980	360,827	389,827	316,031	290,154	295,415	(1.78%)	290,154	295,415	(1.78%)



MONTHLY REPORT



9A: Operations

Staff Resources: *Tim Sanderson, Chief Operating Officer*

First Day of School:

- The first day of school on DART services ran extremely well this year with Operations staff located at critical points. By all accounts all students reached their schools in the morning and home in the afternoon, with very few incidents.

Iowa State Fair Service:

- DART's 2017 Iowa State Fair Service was once again a success this year with 228,744 rides provided by DART. Although this represents a decrease of 1% from the 2016 Service, the service ran in an extremely safe, efficient and effective manner.
 1. Ridership continued to be a challenge at SE Polk. Although ridership increased 2.5% from the previous year as a result of expanded parking availability on the weekend the lot reached capacity every day of the fair. Ridership at this location is down 17% from 2015.
 2. Ridership at the State Capitol was flat this year – on weekends, this location is running close to capacity.
 3. Ridership from Center Street was down approximately 6% from the previous year, although this number is marginally higher than 2015.
- Market Share on this service decreased by 2.1% over last year. There are multiple factors that we believe play a role in this.
 1. The fair had extremely high attendance numbers on the weekends. As a result of both SE Polk and the State Capitol running at or near capacity, DART was unable to accommodate increased ridership on these days.
 2. The State Fair did offer additional parking this year.
 3. As a result of ideal weather we believe that potential riders were more willing to walk greater distances from parking, rather than using DART.
 4. Lack of appeal/comfort in using/ or familiarity with the Center Street Location. This is the only location that has capacity on heavy days.
- Two incidents were reported this year, one incident of a mirror being knocked off by a telephone pole and another of a passenger falling when the bus applied its brakes to avoid a collision.
- A minimal number of complaints were received, primarily on the walking distance required from parking to the bus at SE Polk. Two complaints were received as well regarding the loading of passengers at Gate 10.
- The success of the State Fair service is due to the commitment of the entire DART team, from the administrative staff who set aside their normal routines to sell tickets and load buses, to the Operators who consistently show a high degree of professionalism, safety consciousness and customer service. Special recognition should also be provided to:



MONTHLY REPORT
9A: Operations

1. The Operations Supervisors, Dispatchers and Managers who all worked extremely long hours under very stressful conditions. Their ability to respond quickly to potential issues was the key to ensuring that this service ran as incident free as it did.
 2. To the maintenance department who worked diligently at ensuring that vehicles were always available and that the articulated buses were on the road as much as possible.
- We have already began the planning process for the 2018 State Fair in order for us to build on successes and address identified challenges.



9B: Engagement

Staff Resources: Amanda Wanke, Chief Engagement and Communications Officer

Engagement

Community Leadership Program Project: USCRI and DART have partnered up together to submit a project to the Greater Des Moines Leadership Institute's Community Leadership Program. The project, which focuses on refugee transportation and training, was selected as one of five programs this year's class will tackle.

Funding Analysis: HNTB was in Des Moines on Friday, August 25, to share initial financial scenarios with city managers before the next funding analysis workshop September 6 at the Greater Des Moines Partnership. The purpose of the meeting was to achieve consensus on the technical approach of the study and a common understanding of DART's current financial outlook.

Deer Ridge Service Identification: Staff are working with the Deer Ridge apartment complex, USCRI, AMOS, and other organizations to survey Deer Ridge residents about their transit needs throughout the month of September. The results will be used to analyze various transit options that will meet the needs of those in the area.

Marketing and Communications – Erin Hockman, Marketing and Communications Manager

Summer event ridership: The extended D-Line service for Yankee Doodle Pops increased ridership by 1.7% this year for a total of 1,401 rides, compared to 1,377 in 2016. Route 60 during the 80/35 Music Festival was down 4%, with 1,693 rides, compared to 1,762 rides in 2016.

MyDART mobile ticketing app: Staff is working on a pilot program for the MyDART mobile ticketing app. There are approx. 60 people participating in the pilot including riders, potential riders, TRAC members and DART employees. In addition, the marketing team is creating a marketing campaign to promote the app when it launches in October.

Transit Impact Report: With the leadership team's direction, marketing staff have developed a Transit Impact Report providing an in-depth overview of DART. The document will be shared with new commissioners during orientation in September and then distributed to key stakeholders and elected officials throughout the region.

August Service Change: Riders were made aware of the August service change through the website, email alerts, social media, signage at DART Central Station and audio on DART buses.

Brand refresh: The marketing team held a strategy session with representatives from Flynn Wright and DDC to begin evaluating DART's brand story and message framework. Initial drafts of an audience matrix and value statements are being reviewed.



Marketing Analytics Report

Metric	Feb. 2017	Mar. 2017	Apr. 2017	May 2017	June 2017	July 2017	July 2016	% Change Year Prior
Website Unique Visitors	28,686	32,881	29,987	34,677	32,990	30,934	30,544	1.26%
Facebook Likes	2,689	2,712	2,728	2,748	2,801	2,844	1,943	31.68%
Twitter Followers	1,848	1,866	1,888	1,903	1,912	1,934	1,770	8.48%
Email Subscribers	4,570	4,660	4,870	4,880	4,890	4,930	3,580	27.38%
Trip Plans	6,994	8,724	7,248	7,260	8,080	6,852	9,191	-34.14%
Next Bus	3,677	3,282	2,975	3,037	3,022	2,846	2,477	12.97%
Schedules	1,156	1,690	1,740	1,960	2,625	2,155	1,778	17.49%
RideTime App	34,107	36,145	33,208	35,936	33,705	31,530	26,719	15.26%
SMS Text Messaging	66,960	68,687	64,436	69,153	59,740	55,761	44,650	19.93%
IVR	7,186	8,178	7,853	8,992	6,852	8,457	7,948	6.02%

Community and Customer Relations – John Clark, Community and Customer Relations Manager

July 2017 Website Communication and Messages:

- Contact/Feedback Form – 52
- Bus Stop/Shelter Requests - 0
- Voicemails – 128, voicemails requiring response – 15 (12%)

Total Calls for July 2017:

- Schedule Information – 4937
- Paratransit - 3056
- Spanish Line – 4
- Receptionist – 300
- RideShare – 168

Mobility Coordination

July 2017 Activities

- David Young Senior Wellness and Security Expo
- DART How to Ride (8)
- 2 Refugee Ten Toes How to Ride trainings (5) woman
- Vocational Rehabilitation Career Readiness How to Ride (20)
- USCRI HOW to Ride with SHINE students (10)
- How to Ride House of Mercy (7)
- Ankeny Senior Center DART Q&A (75)
- CICAL Lunch and Learn (7)
- Bernie Lorenz How to Ride (17)
- Fresh Start Women's Facility How to Ride (3)
- Grimes Community Senior Center How to Ride (40)

MONTHLY REPORT
9B: Engagement



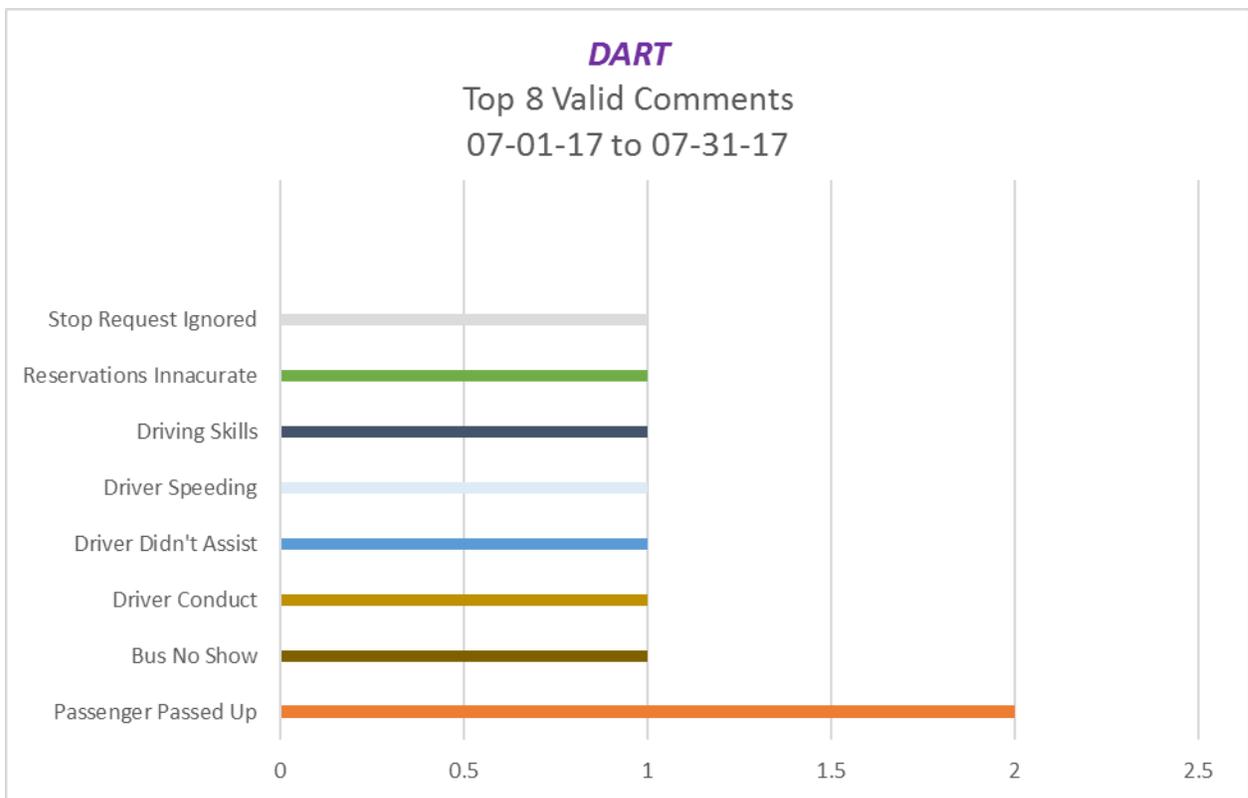
RideShare / Business Development

July 2017

- Launched 3 (three) more RideShare Vans for TPI
- New business and/or RideShare partnerships in process include:
 - Riverbend Industries
 - Dee Zee Manufacturing
- Conducted Drivers Training Program

Community Relations

Top 8 Valid Complaints (per 100,000 passengers) as of July 31, 2017



Planning

Schedule Analysis: Staff are working with Transportation, Management & Design (TMD) to do a review of DART's bus schedules in order to identify opportunities to increase ridership and customer satisfaction through schedule changes, as well as opportunities for efficiencies. The process will take several months. Recommendations will likely be brought to the Commission in late 2017 or early 2018.

October Service Change: Staff is working to implement the extension of the Route 17 to the new Outlets of Des Moines in Altoona, the changes to the Routes 91 and 5 approved by the Commission in August, and changes to the Link route.



MONTHLY REPORT



9C:	Procurement
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Staff Resource: Mike Tiedens, Procurement Manager

Upcoming Procurements:

Armored Car Services – DART is seeking a Contractor to provide secure pickup of its cash fares and tokens at both DART facilities (1100 DART Way and DART Central Station) and ensures safe delivery to the bank for deposit. In addition, the Contractor will provide extra pick up service during the Iowa State Fair or any other special events as needed.

- Request for Proposals to be published in August 2017

Contracts and Task Orders Approved Recently:

Support Vehicles – DART is purchasing three (3) support vehicles to be used as Operations Supervisor vehicles when put into service. The vehicles will replace vehicles that have met their useful life and are scheduled to come out of service.

- DART will be utilizing the State of Iowa, Department of Administrative Services Contract to purchase the support vehicles
- The winning bid is \$30,439.59 per vehicle and the winning bidder is Charles Gabus Ford; the pricing includes options selected by DART

Schedules – DART solicited quotes from printing vendors to provide new printed schedules for twelve (12) routes.

- The winning bid was \$3,993.00 and the winning bidder is Aradius Group

SMS Services – DART solicited quotes from vendors to provide bus schedule and real time arrival information functionality via mobile SMS Services.

- The winning bid was \$86,400.00 for a 3 year contract and the winning bidder is Alesig Consulting LLC

Future Procurements:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Mystery Shopper Services • Bus Shelters • 5 Medium Duty Buses (4 Paratransit, 1 On Call) • Employment Services | <ul style="list-style-type: none"> • Printing Services • Bus Wash • Data Management System (TransTrack) Maintenance Extension |
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MONTHLY REPORT



9D: Chief Executive Officer

Staff Resource: Elizabeth Presutti, Chief Executive Officer

- **DART 28E Agreement Approval Process:** All of DART's member communities have approved the restated 28E agreement reflecting the governance changes for DART. We are preparing the agreement for submission to the Secretary of State in the next week. The first meeting of the reconstituted DART Commission will be October 3, 2017.
- **Reconstituted DART Commission:** As part of the orientation process for the reconstituted DART Commission I have started to meet with the new Commissioners and their alternates. In addition, we will be holding four orientation sessions that the Commissioner and alternate can choose from to attend.



FUTURE DART COMMISSION ITEMS



FUTURE AGENDA ITEMS:

October 3, 2017 – 12:00 P.M.	
Action Items	Information Items
<ul style="list-style-type: none"> • Taxi Services Award • Polk County/Metro Area Mutual Aid Agreement 	<ul style="list-style-type: none"> • DART Bylaws
November 7, 2017 – 12:00 P.M.	
Action Items	Information Items
<ul style="list-style-type: none"> • DART Bylaws 	<ul style="list-style-type: none"> • DART Budget Calendar
December 5, 2017 – 12:00 P.M.	
Action Items	Information Items
	<ul style="list-style-type: none"> • FY 2019 DART Budget